

ARTICLE IX

JURISDICTIONAL DISPUTES

Section 1: There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor.

Section 2 (a): Building construction work shall be assigned by the Contractor in accordance with the procedural rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the "Plan").

(b): It is recognized by the parties that certain portions of the construction work covered by the Agreement (for example, heavy & highway and marine work, etc.) will not fall within the traditional definition of "building construction work" and shall be assigned by the Contractor in a manner consistent with the jurisdictional agreements, rules and practices applicable in the discipline involved.

Section 3: Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with one of the following procedures:

(a): Where all of the disputing parties involved are stipulated to the procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry for disputes involving the building construction discipline, the dispute will be settled in accordance with the procedural rules and decisions of that Plan and shall be binding upon the Contractor, except in such cases where all parties to the dispute are parties to a local plan recognized and approved by the Department in which event the dispute will be resolved in accordance with the procedures of that plan.

(b): Where all the disputing parties involved are stipulated to an agreed-upon method, approved by the Department, for resolving disputes in a discipline other than facilities construction work, a dispute involving work assigned under that discipline shall be resolved in accordance with the procedures of that agreed-upon method.

(c) (1): Where all parties are not bound to the same dispute resolution procedure, or where the dispute includes a difference among the parties over the appropriate body with jurisdiction to decide such dispute or in any other situation not covered in paragraphs (a) or (b) of this Section, and if the dispute is not resolved among the parties within seven (7) days, it shall be referred by any one of the Unions or the involved Contractor, within five (5) days thereafter, to the International Unions with which the disputing Unions are affiliated. The International Unions and the involved Contractor shall meet promptly to resolve the dispute. Any resolution shall be reduced to writing and signed by representatives of the involved Contractor and the International Unions.

(c) (2): In the event that the respective International Unions of the disputing Locals and the involved Contractor are unable to resolve the dispute within thirty (30) days from the date of referral, _____ (or some other agreed upon neutral), who the parties agree shall be the permanent arbitrator under this Article to hear and decide issues arising from the work assignment which is the basis for the dispute. The parties agree that the said arbitrator shall, within twenty (20) days of such referral, conduct a hearing and render a determination of the dispute. The fee and expenses of such hearing shall be shared equally by each Union and the involved Contractor.

(c) (3): In such hearing, the arbitrator shall first determine whether the work in dispute is covered by the appropriate discipline within which the work falls for purposes of jurisdictional assignment and whether there exists an agreed-upon method for the resolution of jurisdictional disputes in that discipline to which all parties to the dispute are bound. If the arbitrator determines an agreed-upon method exists to which all parties are bound, he shall refer the dispute to that procedure for resolution. In all other cases, the arbitrator shall proceed to resolve the dispute on the merits.

Section 4: Any award or resolution made pursuant to Section 3 shall be final and binding on the disputing Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on other construction work not covered by this Agreement. In all disputes under this Article, Bechtel/Parsons Brinckerhoff shall be considered a party in interest.

Section 5: In making any determinations hereunder, there shall be no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

Section 6: There shall be no work stoppage or interruption while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award or resolution.

ARTICLE X

WAGES AND BENEFITS

Section 1: All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules A and/or B. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates for one or more classifications which may differ from the Schedules A and/or B. Parties to such agreements shall be Bechtel/Parsons Brinckerhoff, the Department, the involved Local Union(s) and the involved International Union(s).

Section 2: The Contractor agrees to pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedules A and/or B; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and paid by the Contractor on this Project. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.

The Contractor adopts and agrees to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

ARTICLE XI

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1: Work week and Work day: The work week shall consist of forty hours Monday through Friday. The standard work day shall consist of eight hours of work between the hours of 8:00 AM and 4:30 PM, with one half hour unpaid lunch to commence no earlier than 11:30 AM and no later than 12:30 PM. The standard work day may be changed to 7:00 AM - 3:30 PM or 7:30 AM - 4:00 PM to accommodate job conditions on five days' notice from the project contractor, or less notice as is mutually agreed upon. Starting time shall commence and quitting time shall occur at the employee's change shack.

Section 2: Overtime: Overtime pay shall be established by reference to the applicable Schedules A and/or B*. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime pay under any circumstances.

(*Note - See Section 4C below for exception)

Section 3: It shall not be a violation of this Agreement if the Contractor considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4: Shifts:

- a) Wherever feasible, shift work will be performed in accordance with the currently existing Schedules A and/or B.
- b) When public necessity requires a deviation from normal shift hours, the following shifts may be utilized after permission is obtained from Bechtel/Parsons Brinckerhoff. The second shift shall consist of eight (8) hours of work for eight (8) hours of pay at the straight time rate plus 10% exclusive of one-half (1/2) hour unpaid meal period. The third shift shall consist of eight (8) hours of work for eight (8) hours of pay at the straight time rate plus 15% exclusive of one-half (1/2) hour unpaid meal period. Shift start times will be adjusted

by the Contractor as required to meet project conditions. It will not be necessary to work a day shift in order to work a second or third shift. Shifts must be worked a minimum of five (5) calendar days.

- c) Where working days are limited to four (4) days per week, the workday will consist of ten (10) hours of work for ten (10) hours of pay at the straight time rate, exclusive of an unpaid one-half (1/2) hour meal period. Double time (2X) rates shall be paid before or after the scheduled ten (10) hours of work per day and after forty (40) hours of work per week.

Section 5: Holidays: There shall be ten (10) recognized holidays on this Project. There shall be no change in the established holiday schedules, and the days upon which those holidays are celebrated, except by mutual agreement. The 10 recognized holidays are New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas.

Section 6: Reporting Pay:

(a): Employees who report to the work location and who are not provided with work, for whatever reason, shall receive two (2) hours pay at their regular straight time rate, unless personally notified not to report at least two (2) hours prior to the start of the shift or departure time of their Contractor provided transportation, whichever is earlier. A general radio and television announcement procedure will be established by Bechtel/Parsons Brinckerhoff and published in the Project work rules. Announcements will be made every 15 minutes. This procedure will apply only to cancellation of work caused by inclement weather. For purposes of work on Spectacle Island and this provision only "work location" shall mean the departure point for Contractor-provided transportation.

(b): When employees have started working on a shift but have worked less than four (4) hours, then four (4) hours at the straight time rate shall be paid; if the employees have worked more than four (4) hours, then they will be paid for eight (8) hours of pay at the employees' straight time rate. For purposes of this provision only, "started work" on Spectacle Island shall mean arrival at the island by Contractor-provided transportation.

When employees are working on a four-tens schedule (see 4(c)), the above hours shall be changed to five (5) hours and ten (10) hours, respectively.

(c): When an employee has completed his scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall receive overtime pay for actual hours worked with a minimum guarantee of four (4) hours' pay at the employee's straight time rate.

(d): When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 3 above, he shall be paid only for the actual time worked.

(e): In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

Section 7: Timekeeping: The Contractor may utilize brassing systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 8: Meal Period: The Contractor will schedule a meal period of not more than one-half hours duration at the work location at approximately four hours into the scheduled shift, consistent with Section 1; provided, however that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedules A and/or B.

ARTICLE XII

APPRENTICES

Section 1: Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities which is customarily performed by the craft in which they are indentured. The Contractor may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedules A and/or B in a ratio not to exceed 25% of his work force by craft, unless the applicable Schedules A and/or B provides for higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedules A and/or B.

Section 2: The parties recognize that the size and scope of the Central Artery Project, the number of craftsmen and others expected to be employed in order to complete the work in a timely fashion, and the extended period of time during which the construction will be underway, should provide significant employment opportunities for all qualified persons. Equally important, the parties recognize that persons currently lacking the basic skills and qualifications to enter skilled apprenticeship programs will have the opportunity through basic training programs such as the Building Opportunities Program to obtain the requisite qualifications and be considered for employment on the Project. The parties will endeavor to support such Programs and employ participants and graduates of such Programs consistent with the hiring obligations of this Agreement and the needs of the Contractor for skilled and experienced craftsmen and apprentices.

ARTICLE XIII

SAFETY PROTECTION OF PERSON AND PROPERTY

Section 1 In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Contractor, provided however, it is understood that the employees have an obligation as set forth in Section 2 below.

Section 2 Employees must perform their work in a safe manner and to protect themselves and the property of the Contractor or the MDPW. Failure to do so will be grounds for discipline, including discharge.

Section 3 Employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety, security, and visitor rules as established by the Contractor and/or Bechtel/Parsons Brinckerhoff in accordance with applicable State and Federal Safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

ARTICLE XIV

SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the MDPW, Bechtel/Parsons Brinckerhoff, and/or Contractor.

ARTICLE XV

NO DISCRIMINATION

Section 1: The Contractor and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the benefit of the population within the jurisdiction of the MDPW.

Section 2: Any complaints regarding application of the provisions of Section 1 should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3: The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

Section 4: The unions understand and agree to use their utmost efforts to assist the Contractor in complying with the legally mandated goals for females and minorities on this project.

Section 5: The Unions recognize that the Federal Highway Administration requires trainees/apprentices to be hired on this project and agrees to cooperate with the implementation of this program as described in a letter of understanding between the Executive Office of Transportation, the MDPW and the Unions executed contemporaneously with this Agreement and incorporated in and made a part of this Agreement by reference.

ARTICLE XVI

WORKING CONDITIONS

Section 1: There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

Section 2: Bechtel/Parsons Brinckerhoff and/or Contractor shall establish such reasonable Project rules as each Contractor deems appropriate. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee shall be grounds for discipline, including discharge.

Section 3: Tools of the Trade. The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within his jurisdiction, provided that the employee can safely use the tools and/or equipment involved.

Section 4: Employees work under the supervision of the craft foreman or general foreman.

ARTICLE XVII
TRAVEL AND SUBSISTENCE

Section 1: Travel expenses, travel time, subsistence allowance and/or zone rates shall not be applicable to this Agreement except as follows:

It is recognized that, for work at Spectacle Island, special conditions and requirements exist under which all employees will be transported by Contractor-furnished transportation to the work location. Such transportation will be by water ferry. For the duration of the Contractor's work under this Agreement, employees required to utilize such Contractor-provided transportation shall receive an allowance equal to one-half hour's pay at their basic rate for each trip made, in addition to their pay for time worked. This allowance shall not be considered compensation for time worked, and shall not be paid to any employee who qualifies under Article XI. Section 6 for any other pay for time not actually worked. At no time during the life of this Agreement will employees be charged for contractor provided parking or transportation.

Employees arriving at their work location after their normal starting time as the result of any delay in the scheduled arrival of Contractor-furnished transportation shall be compensated from their normal starting time at the appropriate rate.

Employees whose Contractor-provided transportation delivers them back to their assembly point at the end of their work day more than fifteen (15) minutes after their scheduled arrival time shall receive thereafter an additional allowance equal to pay at their regular straight time rate, in 15 minute increments, minus fringes, until the actual time of arrival.

Section 2 Workers shall be at their place of work at the starting time established by the Contractor and shall remain at their place of work performing their assigned functions under the supervision of the Contractor until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

ARTICLE XVIII

SAVINGS AND SEPARABILITY

Section 1: It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined (by a court of competent jurisdiction) to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement as determined by a court of competent jurisdiction. Further, the Contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

Section 2: This Article shall not be construed to waive the prohibitions of Article VI, and if the parties are unable to resolve their differences, the matter shall be referred to (Same as Article II. Section 9) for resolution.

ARTICLE XIX

DURATION OF THE AGREEMENT

This Agreement shall be effective, and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the MDPW and has received the final acceptance from the MDPW representative.

Schedules A and/or B attached to this Project Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements which are the basis for such Schedules A and/or B notify Bechtel/Parsons Brinckerhoff in writing of the mutually agreed upon changes in those provisions of such Agreements which are applicable to the Project, and their effective date(s), which shall become the effective date(s) under this Agreement.


The parties agree that any provisions negotiated into said collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to the Contractor than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Project Agreement.

It is understood that Bechtel/Parsons Brinckerhoff may cancel this Agreement upon sixty (60) days notice as to any signatory Union which negotiates terms or conditions after the effective date of this Agreement for inclusion in a Collective Bargaining Agreement which forms the basis for a Schedules A and/or B, if Bechtel/Parsons Brinckerhoff, in its sole and exclusive discretion, determines that such terms or provisions are not in the public interest. However, it is further understood that any issue which Bechtel/Parsons Brinckerhoff has submitted to arbitration under this Agreement will not be cause for exercise of this provision.

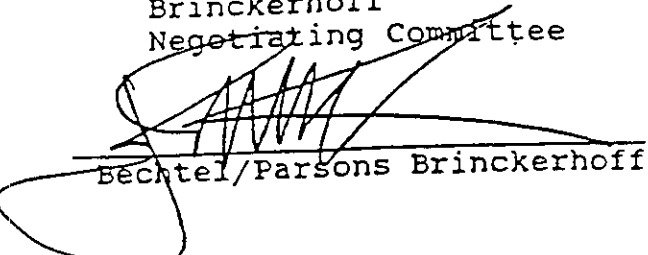
The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of such Local Collective Bargaining Agreements and the resulting Schedules A and/or B; nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations. Any disagreement between the parties over the incorporation into Schedules A and/or B of such provisions agreed upon in the negotiation of the Local Collective Bargaining Agreement which serves as the basis for the Schedules A and/or B shall be referred to the (same as Article II, Section 9) for resolution.

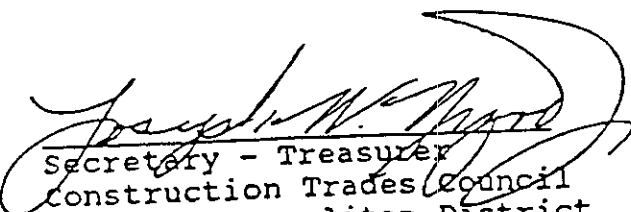
In witness whereof the parties have caused this Agreement to be executed and effective as of the day and year above written.


For the Union

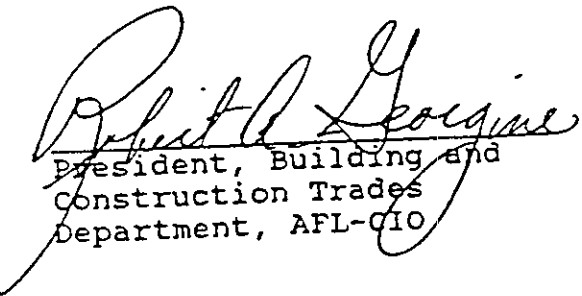

President, Building and
Construction Trades Council
of the Metropolitan District

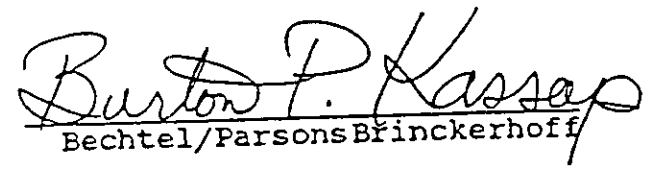
For Bechtel/Parsons
Brinckerhoff
Negotiating Committee

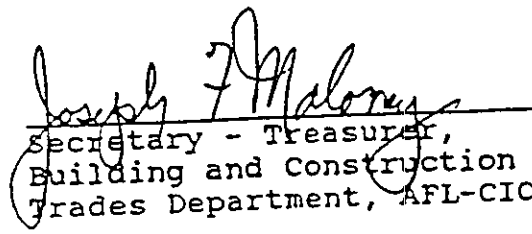

Bechtel/Parsons Brinckerhoff


Secretary - Treasurer
Construction Trades Council
of the Metropolitan District


Bechtel/Parsons Brinckerhoff


President, Building and
Construction Trades
Department, AFL-CIO


Bechtel/Parsons Brinckerhoff


Secretary - Treasurer,
Building and Construction
Trades Department, AFL-CIO

SIGNATORY UNIONS

International Association of
Heat and Frost Insulators and
Asbestos Workers

Leo G. Santa Maria
Insulators, Local 6

International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers

Boilermakers, Local 29

Charles Ross
Local 3, B.A.C.

International Union of
Bricklayers and Allied
Craftsman

Michael Totino
Local 18, Tile and Marble
Helpers

United Brotherhood of Carpenters
and Joiners of America

John J. Thompson
Carpenters District Council
Local Unions 33, 40, 56,
67, 218, 1121, 2168

Local 33

Edson H. Thompson

Local 40

Robert C. Weatherbee

Local 56

Thomas J. Marshall

Local 67

Thomas H. Haunsell

Local 218

Joseph W. Koberman

Local 1121

Anthony J. Graziano

Local 2168

Neil J. Sullivan

International Union of
Elevator Constructors

International Brotherhood of
Electrical Workers

Laborers International Union
of North America

Local 4, Elevator
Constructors

Local 103, IBEW

Massachusetts District
Council of Laborers

Laborers, Local 22

Laborers, Local 223

Tunnel Workers, Local 88

Wreckers, Local 1421

International Union of Operating
Engineers

IUOE, Region #1

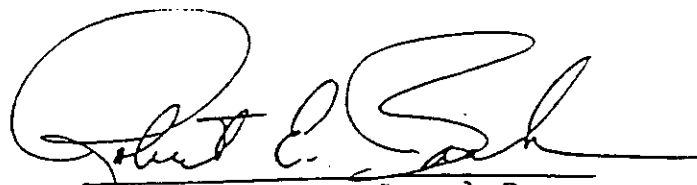
IUOE, Local 4

Plasterers', Local 10

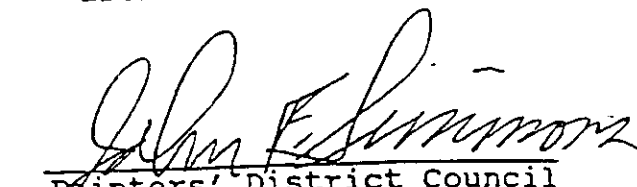
Cement Masons, Locals, 534

Operative Plasterers' and
Cement Masons' International
Association of the United
States and Canada

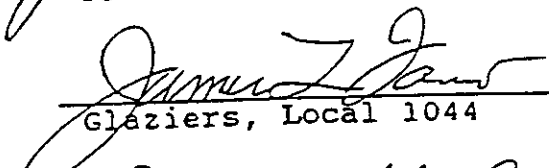
International Association of
Bridge, Structural and Ornamental
Iron Workers



Ironworkers, Local 7

International Brotherhood of
Painters and Allied Trades

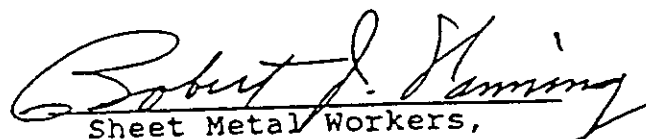

Painters' District Council
35

United Union of Roofers, Water-
proofers and Allied Workers

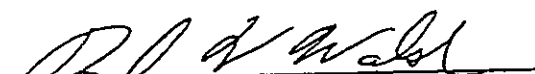

Glaziers, Local 1044


Roofers Union, Local 33


Sheet Metal Workers
International Association

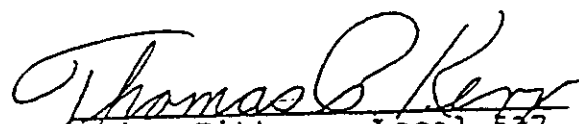

Sheet Metal Workers,
Local 17

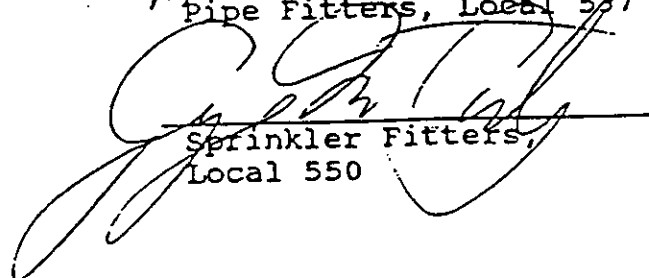
International Brotherhood of
Teamsters, Chauffeurs, Ware-
housemen and Helpers of America


Teamsters, Local 379

United Association of Journeymen
and Apprentices of the Plumbing
and Pipe Fitting Industry of
the United States and Canada


Plumbers and Gasfitters,
Local 12


Pipe Fitters, Local 537


Sprinkler Fitters,
Local 550